

CA2ALED

72 S33

c.1

CA2 ALED 1972S33

Share It: - Some Approaches to the Joint
Use of Community Facilities. 1



3 3398 00131 5729

share it! share it! share it!

**Some Approaches to the
Joint Use of Community Facilities**

Information Bulletin

Jointly Published by

the Alberta Departments of Education

Ministers: Louis Hyndman, James Foster

**and the Alberta Department of
Culture, Youth and Recreation**

Minister: Horst Schmid

LIBRARY
VAULT 19

Some Approaches to the Joint Use of Community Facilities

Jointly Published by the Alberta Departments of
EDUCATION and CULTURE, YOUTH AND RECREATION


Hon. Louis D. Hyndman, Minister of Education

Hon. James L. Foster, Minister of Advanced Education

Hon. Horst A. Schmid, Minister of Culture, Youth and Recreation

Contents

	Page No.
Policy Statement	3
Introduction	4
The Municipal Jurisdiction	5
Planning a New Recreation Facility for Joint Use by the Community	7
The School Jurisdiction	9
Special Considerations	10
Planning a New School for Joint Use by the Community	11
Other Planning Suggestions	12
Case Study of an Urban Community School	13
A Quick Look at Community Sharing in Rural Alberta	15
Appendix	17
Some Sample Agreements	18



Digitized by the Internet Archive
in 2024 with funding from
Legislative Assembly of Alberta - Alberta Legislature Library

https://archive.org/details/ableg_33398001315729

Policy Statement

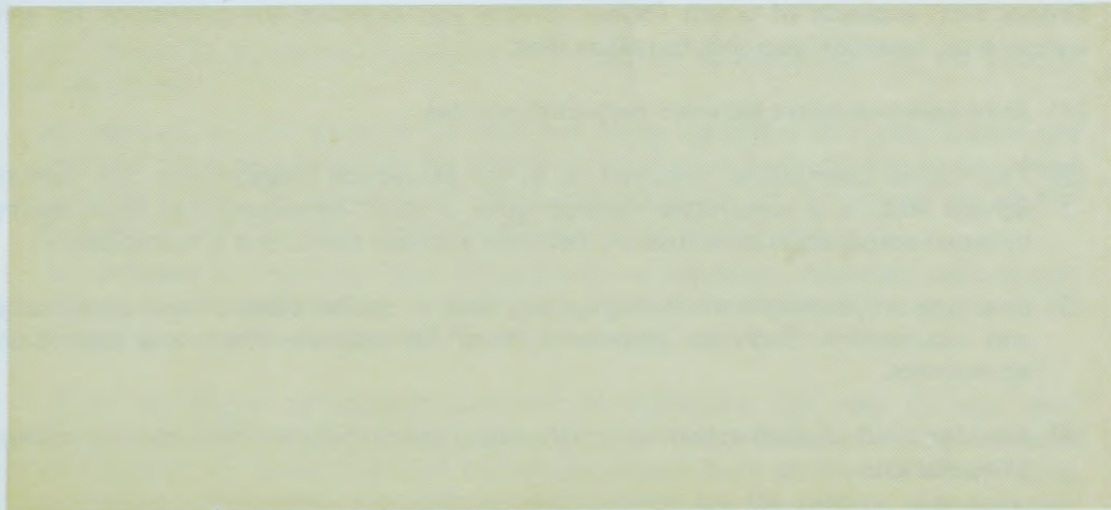
Re: Joint Use of Community Facilities

The high cost of providing adequate educational and recreational facilities in each community, and the mounting tax burden associated with those facilities, is a matter of concern to all.

One way of minimizing these costs is for education and recreation to share facilities. Existing educational and recreational facilities can be jointly used, and new facilities can be jointly planned, in ways which will benefit the community at large.

We commend those local authorities who have successfully completed agreements which implement the joint use of such facilities; we encourage those municipal and educational authorities who have not, to consider carefully the benefits to be gained through the principle of sharing.

We stand ready to assist, in every way possible, local authorities and agencies wishing to plan and develop school/community facilities and programs.



Endorsed by:

Alberta School Trustees' Association
Alberta Urban Municipalities Association
Alberta Association of Municipal Districts and Counties
Alberta Recreation and Parks Association

Introduction

Virtually every ratepayer in Alberta would endorse the concept of joint occupancy of community facilities to insure their full use. So would the public and professional organizations to which these ratepayers belong. Yet there are still many community facilities which are unused, or only partially used, at various times of the day and evening, and on weekends. And there are still groups who would like to have access to such facilities, but can't get (or don't know how to get) new facilities built or access to existing ones.

Generally, this topic is assigned the catch-phrase "Community Use of Schools" rather than "Joint Use of Community Facilities". We have chosen the latter term because it is broader in scope. It includes the community's use of schools, and other educational facilities. It also includes the concept of the school's use of community recreational facilities. More important, it suggests that educational and recreational facilities needn't be considered separately at all — and that they should be **planned** for joint occupancy at the construction stage, not just **adapted** to joint occupancy after they have been constructed.

Generally, joint agreements are necessary to insure such cooperative planning and occupancy. Provision for joint agreements has been made in all the applicable legislation — the Recreation Development Act, the Municipal Government Act and the School Act, excerpts of which follow. Before you examine the provisions for joint agreements, however, you should realize that:

- (1) Joint agreements are between corporate entities
- (2) The "Joint Committee" referred to in the Municipal Government Act, and the School Act, is a committee formed **after** a joint agreement has been reached between corporate bodies (usually between a school board and a municipality).
- (3) One type of joint agreement might apply only to capital costs of new construction and equipment. Such an agreement must be separate from any operational agreements.
- (4) Another kind of joint agreement might apply specifically to the costs and methods of operation.

The Municipal Jurisdiction

Municipal councils have prime responsibility for community recreation, as outlined in The Municipal Government Act and The Recreation Development Act. Typically these programs have been under the guidance of a recreation board and are well known throughout the province.

Excerpts from “The Municipal Government Act”

118. (1) Subject to the other provisions of this Act, a council may pass a by-law authorizing the making of an agreement with the council of any other municipality, the board of trustees of a school district or division or the Minister on behalf of any improvement district or special area.

(a) For the joint construction, ownership, maintenance, operation or use of a public work or building, or

(b) for the performance of any other matter or thing considered by all the councils or boards, or the Minister concerned, to be a benefit to their respective municipalities, school districts, school divisions, improvement districts or special areas, and may enter into an agreement as to the joint control and management of anything that concerns their respective municipalities, school districts, school divisions, improvement districts or special areas.

(2) Where an agreement is entered into pursuant to subsection (1), the council may in the by-law

(a) appoint one or more of its members to be members of a joint committee with members appointed by the board of trustees of a school district or school division or by the councils of other municipalities or the appointee of the Minister on behalf of any improvement district or special area, and

(b) delegate to such joint committee power to construct, maintain, control and manage such undertaking, including the power to disburse the proceeds of debentures or other funds used for the purpose of such undertaking.

(3) A committee established pursuant to subsection (2) may in each year requisition the council of each municipality, the board of trustees of a school district or school division or the Minister for the proportionate share of the cost of operating the undertaking, and expend any sums so requisitioned for the control, management, upkeep and operational expenses of the undertaking.

(4) A committee established pursuant to subsection (2) shall in each year furnish the council of each municipality, board of trustees of a school district or school division concerned or the Minister with an audited statement of its receipts and payments for the preceding year and shall also supply each council, board of trustees of a school district or school division or the Minister with such information regarding its management and operation as is considered necessary.

Excerpts from "The Recreation Development Act"

8. (1) The council of a municipality may, by by-law,
- (a) provide a recreation service in such manner and on such conditions as it considers advisable,
 - (b) expend such sums as may be required to provide for the recreation services,
 - (c) establish recreation areas in municipalities,
 - (d) authorize agreements with other municipalities or school authorities, or both, to provide for shared recreation services,
 - (e) appropriate moneys for shared recreation services, and
 - (f) expend moneys for capital works related to a recreation service within the municipality or to recreation services shared with one or more municipalities or school authorities.

(2) The council of a municipality may by by-law levy a special tax on all property within a recreation area established by by-law or included in a joint program that appears on the assessment roll of the municipality.

Financial Assistance

Under Regulations 198/68, The Recreation Development Act, municipalities are eligible for financial assistance for facility construction. Conditions of assistance are outlined in Part II, Section 11.

"Consideration shall be given to those capital projects recommended to the municipal council by its recreation board as being in the best interests of the entire community on the basis of:

- (a) presentation of a documented plan of present and future facility development to meet the requirements of all recreation agencies in the community,
- (b) maximum use of existing facilities including schools, and
- (c) consideration of the benefits accruing from the co-operative development of school-community facilities.

Loan Assistance

Municipalities may obtain funds on a revolving loan basis from the Alberta Municipal Finance Corporation for any municipal facility including recreation facilities. Loans are subject to the sanction of the local authorities board and the regulations governing loans under the Municipal Finance Corporation.



Planning a New Recreation Facility for Joint Use by the Community

Recreation facility planning should be initiated by, and must involve, local residents interested in their own community development. One of their primary aims should be the provision of improved recreation services and facilities for their neighbors and for themselves. Planning a comprehensive recreation service means community involvement on an individual as well as a collective basis. It requires a personal commitment by local citizens that they will share in the development of recreation services and facilities to meet the leisure needs of their community.

Planning recreation services and facilities is a continuous process. There is no beginning, there is no end. It is a dynamic, revolving, people-oriented function whereby residents of a community combine with local government to perform a vital service in which all may benefit. The communities who practise this process are often referred to as "forward", "progressive" and "a better place to live".

Before a community proceeds to employ outside technical resources to assist it in recreation facility planning, it is in its best interests to have the answers to some of the following questions:

- (1) What are the objectives, philosophy and policies of the local recreation and school authorities?
- (2) Is there a need for a community-school agreement? Why, and for what purpose?
- (3) What resources (personnel, organization, association, etc.) can be committed to support the community-school agreement during the initial, intermediate, completion and evaluation stages?
- (4) Which community organizations are in the best position to co-ordinate various phases of the building or the service program of the community-school agreement?
- (5) Which authority, municipal school board or municipal council is the best qualified to undertake a community-school program? When, and at what cost?
- (6) In what ways will the implementation of a community-school plan be of benefit to all segments of the community population?

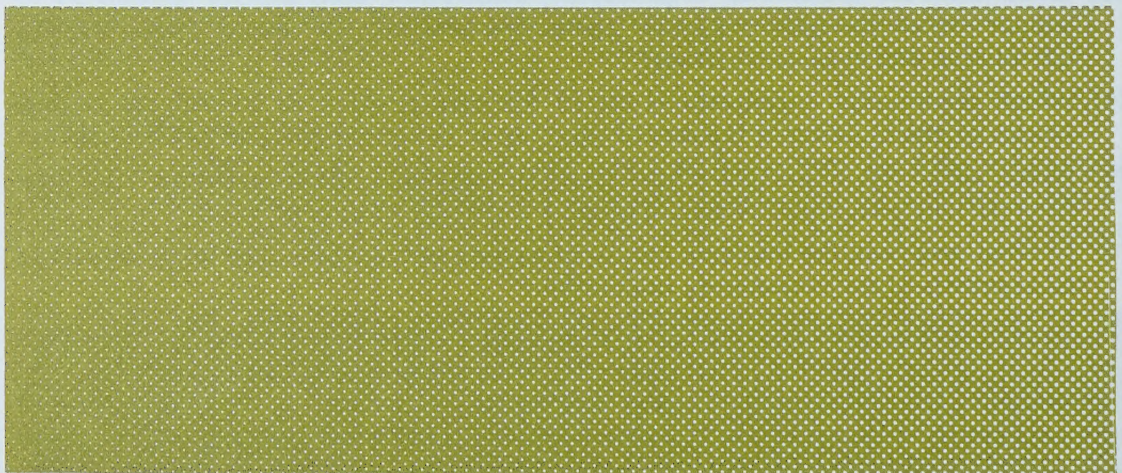
The community's initial responsibility is to determine what form of services, programs and facilities should be undertaken to meet their proposed objectives and requirements. Consultation and exploration should be carried out in conjunction with the local community recreation board (since this body is the appointed representative of the local municipal government) as well as the community-school authorities.

If a community-school program or facility is to be initiated and has been defined, representatives from the local school and recreation boards should form a planning committee whose members should be representative of all leisure interests within the community. The planning committee will form the hub from which the basic program or facility design will evolve. One of the committee's primary roles should be to involve the many individuals and organizations who will benefit from the program or facility once it is completed.

Another role should be the investigation, development and adoption of community-school guidelines regarding programs, facilities and personnel. One method by which this can be accomplished is to visit other communities and analyze their program and facilities. Another method is to correspond with government agencies who are responsible for regulating health, building and safety standards. Each of the above procedures will produce a greater depth of information which will assist in planning recreation services.

Financing of services must be considered as an integral part of a community-school plan. The establishment of a priority schedule for expenditures and revenues should be the result of research into, and a careful analysis of, the community's economic structure. A community-school financial plan must not only be systematic and well timed, but it must also be flexible enough to allow the fullest utilization of available public monies.

A community-school plan is simply a device for exploring the projecting needs and interests of persons residing within a common boundary and attempting to correlate the financial abilities of the residents of the community to satisfy those expressed needs and interests. It must follow, therefore, that a priority must be placed upon those requirements that will satisfy and meet the needs of the majority of persons and will still be financially feasible. Planning for community-school facilities must become a reality if these programs are to be supported and patronized by the public for which they are designed.



The School Jurisdiction

School authorities, though primarily responsible for school-educational matters, have wider powers under The School Act. They have the authority to conduct or facilitate recreational and adult education programs using school facilities. School authorities often reach agreements with recreation committees concerning joint occupancy of schools. Typically, these agreements contain (1) a statement of eligibility (2) a schedule of costs (3) the naming of a local operating committee.

Excerpts from “The School Act, 1970”

65. (4) . . . a board . . . may

(h) enter into an agreement with a municipality concerning the promotion and development of recreation and community services . . .

92. (1) Subject to the other provisions of this Act and the prior approval of the Minister a board may pass a resolution authorizing the making of an agreement with another board, person or municipality:

(a) for the joint construction, ownership, maintenance, operation or use of a public work or building, or

(b) for the performance of any other matter or thing, considered by the board, person or municipality to be a benefit to the district, division or municipality and may enter into an agreement as to the joint control and management of anything that concerns the district, division or municipality.

(2) Where an agreement is entered into pursuant to subsection (1) the board in the resolution may

(a) appoint one or more of its trustees to be members of a joint committee with persons appointed by another board, person or municipality, and

(b) delegate to the joint committee power to construct, maintain, control and manage the undertaking, including the power to disburse the funds used for the purpose of the undertaking.

(3) A board, person or municipality may provide the committee established pursuant to subsection (2) with such funds as the board, person or municipality considers proper and the committee may expend any sum received for the control, management, upkeep and operation of the undertaking.

(4) A committee established pursuant to subsection (2) shall in each year furnish the board, person or municipality with an audited statement of its receipts and payments for the preceding year and shall also supply the board, person or municipality with such information regarding its management and operation as is considered necessary by the board, person or municipality.

155. (1) A board may before or after normal school operating hours establish courses of study for any person on any subject and may employ teachers or other persons for that purpose.

(2) Where a board establishes a course of study the board shall ensure that the course of study does not interfere with normal school operation.

(3) A board may charge such fees as it determines for any course established by it.

(4) Any person may apply to a board for a course of study established by the board and the board may in its discretion accept or refuse the applicant.



Special Considerations

Funding:

School debentures funding applies only to those facilities **needed** by the school. If it is decided that community use of the school requires **extra** facilities (e.g. separate entrances, special kitchens, extra storage space, separate recreational dressing rooms) these extra facilities may be paid for by voluntary funding (for instance, service club fund raising); and/or through other funding procedures available to the municipality; and/or through recreation grants.

Those **extra** facilities which are not authorized for funding under the School Foundation Program should be costed out separately, and included as an addendum in the construction tender. Before construction begins, a planning agreement should be reached by the funding bodies on who is going to pay for what, and when.

Operation

There are many, many different forms which a joint operational agreement may take. This is as it should be since every community has unique needs and circumstances. Some sample operational agreements are included in the appendix to this bulletin.

Insurance

Experience has shown that joint insurance coverage should be included in operational agreements. The breadth of coverage will depend upon local circumstances but certainly adequate coverage should be obtained to indemnify the negligence of both parties as well as proper provision for public liability.

Planning a New School for Joint Use by the Community

Many of the facilities necessary for a school can do double duty for the community. Careful planning of new schools may encourage this additional use. Relative to such planning, the following suggestions are offered:

The most common school facility used by the community is the gymnasium, both for various sports and fitness programs and for large meetings. Fire, building and electrical codes may vary according to the different activities held in the gymnasium. The choice of a flooring material and finish is important if community use is anticipated; many newer materials are now available which deserve consideration. Acoustical treatment to ceilings and upper walls may also be advisable if the gymnasium is to serve as a community auditorium.

Good location of the gymnasium is important to enhance community use. It should be close to the street or parking lot entrance, have adjacent washrooms and showers, and adequate coat hanging facilities. Many of these features are also important in an educational sense and if they are properly planned by school authorities they come as a bonus to the community. Shut-off arrangements from the rest of the school to simplify control and supervision are also usually desirable. Additional storage, and sometimes kitchen facilities, not part of regular school facilities, are often useful.

But to restrict community use of the school to the gymnasium alone is a limited and outmoded practise. Ordinary classrooms can easily be planned for joint use. In addition some specialized teaching areas, such as those for music and art, can be of special value to community groups. Problems are sometimes reported in safeguarding school equipment and supplies, but adequate planning can lessen this possibility. Shut-off arrangements, particularly in an open-area school, may be important and should be anticipated. Indeed, codes may require this.

Communities should investigate the possibility of a shared library. This is already being done in some Alberta communities, and in quite a few B.C. communities. Some communities across Canada have reported difficulty in making this idea work. (See The Library Act for community and other library possibilities). Certainly there are some potential difficulties with joint operation: space (additional space to that supported for school purposes), safeguarding and controlling each set of materials, joint housekeeping and operation, and parental attitude towards "adult" books possibly being available to juveniles, are often reported as potential problems. But anticipation in the planning stages may enable a satisfactory solution.

There are examples of community facilities being part of a school, usually as an annex. Dressing rooms, meeting and storage rooms for rinks, swimming pools, and possibly other community facilities may be appended to a school, and separately financed, but at the same time be adjacent to gymnasium and washroom facilities provided as part of the school. Careful planning can also combine the use of the heating system(s).

Some schools have located a home economics laboratory adjacent to the gymnasium and community meeting rooms, and have made other special arrangements to allow joint use of kitchen facilities for both community and teaching use.



Other Planning Suggestions

The needs of a community are best identified within the community. Co-operative planning can be carried out in many ways, according to local preference, and local budgets. Cost control techniques are just as essential in the planning of community facilities as they are in the planning of schools.

The matter of construction starts and deadlines is likely to be of extreme importance to school authorities, who may require the new facilities to be completed by September to handle increased student enrolments or new programs. Recreational authorities, on the other hand, may not have such rigid timetables. It is important that each group clearly understands the problems of the other so that a mutually agreeable critical path can be established.

Planning may be aided by reference to outside specialists and consultants if they are not available locally. Study trips to examine facilities in other parts of the province are often very valuable, and an inexpensive way of sharing the experience of others. Architects have become quite imaginative in planning for joint occupancy by school and community. Some school authorities include provision for community use as one of the conditions of an architect's commission. Officials from the Department of Culture, Youth and Recreation are also available for consultation. Of primary importance in all consultation is the clear identification of local needs, aspirations and financial limitations.

Case Study of an Urban Community School

(an Alberta case study, using fictitious names)

Peter Frederick leaned back in his chair. The warm spring sun shining through the window of his office matched the satisfaction of his thoughts. Peter had good reason to feel happy. As principal of Hillsdale Elementary Junior High, he was fortunate to be heading one of the most forward-looking "Community Schools" in Centretown, one of the province's principal urban centers.

He recalled all the talk that went on before Hillsdale was officially established as a "Community School". The slogans, clichés and complaints had been flying thick and fast around the city for several years: "Schools! Hmph! They're expensive palaces sitting idle most of the time." "When is the taxpayer going to get his dollar's worth?" "The schools belong to the people, don't they?"

Action didn't start until Trustee Bill Fraser began persuading his colleagues to actually do something about the growing conviction that schools should be made available to the community. He never lost an opportunity to mention the concept at board meetings, public functions and informal gatherings with parents. Support for the idea was amazing. Eventually, the board and Centretown's Recreation Department set up a joint liaison committee.

There had been some activities going on in the city's schools prior to formation of the committee, but these had occurred in a rather hap-hazard fashion. There were meetings of women's clubs, home and school locals, religious groups and quite a number of social gatherings. But the committee recognized that a more thorough, all-embracing "educational" approach was needed.

Said Bill Fraser: "I've always envisaged the school as the recreational, educational and cultural heart of each community. Our schools can serve people of all ages and interests. They can become 'lighted school houses'. They can be used for continuing education, for leisure activities, as summer drop-in centers, for community action programs. In short, the school can bring families closer together."

As a result, the joint planning committee arrived at a joint development agreement to formally maximize community use of school facilities. It wasn't really all that simple. Respective responsibilities had to be determined, legal points had to be clearly defined. The board appointed Ron Woodman as director of community school programs. Ron was the right man for the job. He knew the relevant sections of the School Act, Municipal Act and Recreation Act. He was familiar with School Buildings Board regulations. And he was a "real salesman".



The Centertown High School was now offering a complete program of high school academic and business education courses for adults during the evening – everything from English, biology and math to typing and data processing. Adult enrolments were zooming and complaints about “idle schools” were becoming infrequent.

Peter Frederick got up from his desk. It was just before lunchtime and he decided to tour the school. He walked down several hallways to the “community league facility” – which was incorporated right into the school. The city had agreed to pay for this portion of the school and the design would allow community league activities to extend to the library, classrooms, gymnasium and other facilities during non-school hours. In turn, students would have access to the facility’s dressing rooms and general activity rooms during school hours.

Peter thought: “At times, my school doesn’t feel like a school. At night you might smell Chinese food wafting through the halls. And that art room – housewives learning oil painting and teenagers helping new Canadians to learn English. And the man refinishing old pieces of furniture in the shop. We’re becoming more like the restaurant that advertises ‘We never close our doors’ – say, now, maybe that’s not such a bad slogan at that! Wait till I try that one on the school board chairman!”

A Quick Look at Community Sharing in Rural Alberta

(A fictitious conversation based on an actual study)

"There's a telephone call for you," the secretary said.

Dr. John Morris, a Department of Education director, picked up the phone. "Hello".

"Dr. Morris, my name is Bob Wilson. I'm a reporter at the Daily Sentinel."

"What can I do for you, Bob", Dr. Morris said cheerfully.

"Well, our editor is wondering about the extent of community use of schools in Alberta. We know roughly what's happening in the cities, but we're curious about the rural situation."

Fortunately, Dr. Morris remembered, the Department had carried out a survey in 1970 dealing with community use of schools in the province. A copy was on his desk as a matter of fact.

"Yes, Bob, we have some data."

Dr. Morris outlined the key points. The survey found "a very great increase" in community use of schools during the period from 1967 to 1969. Nearly 60 per cent of the activities reported by the schools were started during those years. Many of the activities were conceived and carried out in rural school jurisdictions. In fact, out of 1,031 schools surveyed, 545 rural schools were involved in various community-use activities.

Most of the activities were connected with adult education. But the schools were also being used extensively by church and religious groups, sports and fitness clubs, fine arts groups, service clubs, square dance clubs, youth groups (among them Cadets, 4-H, Cubs, Scouts and Girl Guides), Home and School Associations and community associations. In addition, there were concerts, drama and music festivals, Red Cross meetings and social functions.

"That sounds pretty impressive," Bob Wilson said. "But can you give me some specific examples?"

"Yes, I can", Dr. Morris said. "Let's take a quick tour of the province and see what we come up with."

The County of Warner employs a full-time recreation program specialist. There's

co-operative use of recreation equipment and materials in the County of Parkland. Recreation courses (such as ceramics, art and physical fitness) are offered for credit in classes in St. Paul. Through efforts of the Yellowhead School Division (formerly the Edson School Division), a joint agreement was established for reciprocal use of all community facilities including schools. This agreement features schools at Peers and Niton Junction which have co-operative recreation centers for people of all ages.

Co-operative facility development is taking place in other communities such as Stettler, Fairview, Medicine Hat and Rocky Mountain House. Reciprocal use agreements between municipal and school authorities exist in St. Albert, Three Hills and District, Taber and District, Westlock and District, Rocky Mountain House and County of Camrose.

“Also,” Dr. Morris added, “Let’s not forget that all school boards may allow schools to be used for various events, without a formal joint use agreement, but using the guidance of policies and regulations. In this case, we could go on citing a long list of examples.

Dr. Morris reminded Bob that the Department of Culture, Youth and Recreation had taken a leading role in community use of schools. The Department is in close contact with full-time recreation superintendents in many centres. And the Department is most interested in seeing the whole community-use concept developed as widely as possible.

“Of course, you realize Bob, that a survey very seldom represents a completely comprehensive account of what’s happening everywhere in the province. Obviously, we’ve missed many outstanding programs. But then you can’t always satisfy everyone.”

“I know,” Bob replied. “My editor is like that.”

Appendix



Some Sample Agreements

Yellowhead:

AN AGREEMENT FOR THE PLANNING AND RECIPROCAL USE
OF COMMUNITY AND SCHOOL FACILITIES

This Indenture made this 6th day of October, 1970.

BETWEEN

The urban municipalities of EVANSBURG, WILDWOOD, EDSON and HINTON in the Province of Alberta and Improvement District No. 14 represented herein by the Minister of Municipal Affairs of the Province of Alberta

PARTIES OF THE FIRST PART

and

Yellowhead School Division No. 12 of the Province of Alberta hereinafter referred to as "the school division"

PARTY OF THE SECOND PART

WHEREAS it is accepted that public authorities have as their responsibility that of initiating, motivating, maintaining, and evaluating the process of human growth and development,

AND WHEREAS there is an awareness of the ever increasing demand and potential for this process through leisure pursuits, regardless of age or interest,

AND WHEREAS it is both economical and functional for all authorities to cooperate through the reciprocal sharing of plants and facilities to realize their full physical and human development potential.

NOW THEREFORE THIS AGREEMENT

WITNESSETH that the parties hereto covenant and agree to share the use of plants and facilities available to both; the extent recognized and approved as follows:

SECTION A

PURPOSE

The parties of the first part agree to render available for school purposes their recreational and educational facilities during all times that such facilities are not already engaged for regular community programs, and the party of the second part agrees to render available for community use its plants and facilities for periods not designated for regular school programs; it being UNDERSTOOD AND AGREED that the reciprocal use of the aforesaid facilities will be in conformity with prevailing policies and regulations.

SECTION B

RESPONSIBILITIES

Each urban municipality and the improvement District No. 14 shall be responsible for:

- (a) coordinating the use of municipal and school division-owned facilities for periods not designated for regular programs;
- (b) organizing and implementing programs of an educational or recreational nature;
- (c) consulting and cooperating with the appropriate designated authority (e.g. principal, recreational director, **et cetera**) in scheduling activities;
- (d) recommending necessary changes in policy regarding facilities.

SECTION C

COMMITTEES

1. Recreation Board

(a) Name

There shall be established in each cooperating jurisdiction a duly-constituted municipal authority commonly known as the recreation board with such program planning, organizing, scheduling, and coordinating responsibilities as may be delegated by the municipal council.

(b) Composition

The composition of the recreation board shall be such as to represent the municipal authority, the school division, and the public at large.

2. Advisory Council

(a) Name

There shall be established a consultative committee to be known as "The Advisory Council".

(b) Composition

The council shall be appointed by the appropriate cooperating authorities and shall consist of one member from each recreation board, one trustee from the Yellowhead School Division, and one representative from the Department of Municipal Affairs. An executive shall be chosen at the first official meeting of the committee.

(c) Terms of Office

- (i) Upon signing of the agreement, appointment for the first terms only will be as follows after which all terms will be three-year terms:

3 members	3 years
2 members	2 years
remaining members	1 year

Each member is eligible for re-appointment.

- (ii) All members shall remain in office until official notification of retirement or replacement.

(d) Duties of Advisory Council

- (i) keep records of all meetings;
- (ii) act in an advisory capacity on programs and all matters of facility use, design, development, and renovation;
- (iii) recommend areas for research to cooperating authorities;
- (iv) utilize resource personnel.

SECTION D

1. Finance

The parties hereto shall cooperate in preparing an operating budget for each term in sufficient detail to allow the parties to estimate their cost-sharing liabilities with regard to the reciprocal use and development and maintenance of community and school facilities.

2. Facilities

- (a) Construction of new facilities, renovations, and disposals may be referred for recommendation to the Advisory Council.
- (b) The school and municipal authorities shall cooperate on the acquisition, planning, development, and construction of grounds and facilities for educational and recreational purposes.
- (c) There shall be reciprocal use of equipment for programs and maintenance (e.g. athletic equipment, projectors, art equipment, snow blowers).
- (d) Each participating party shall insure that there is adequate fire and liability insurance on any of its facilities that are to be used jointly for purposes covered by this agreement.

3. Amendments

The terms of this agreement may be altered or amended from time to time by written request of any of the cooperating parties. Written request for such changes must be submitted to each party and must be acted upon within thirty (30) days. All changes or amendments must be agreed upon by all parties to this agreement and will become effective immediately with written notice circulated to each party.

4. Termination

Any participating party may withdraw from this agreement after two (2) years from the date hereof by giving notice in writing to each party. Six (6) months written notice must be given to each of the parties indicating its intention to withdraw from the agreement; however, withdrawal will only become effective January 1st of the following year. Any party may terminate this agreement without nullifying the agreement between the others.

5. Regulations

Each party hereby further agrees to accept the prevailing regulations and/or policies of local authorities, that in no way alter this signed document. Such regulations or policies must be first accepted locally and submitted in writing for official record purposes of each party.

6. Signing

Each of the cooperating parties has hereunder caused its CORPORATE SEAL to be affixed under the hands of its proper officers on the day and year hereunder written.

Signed, sealed, delivered THE YELLOWHEAD SCHOOL DIVISION No. 12
On behalf of YELLOWHEAD
SCHOOL DIVISION No. 12 Chairman
This 6th day of October A.D. 1970. Secretary-Treasurer

"SEAL"

Signed, sealed and delivered THE TOWN OF EDSON
on behalf of TOWN OF EDSON
this 6th day of October A.D. 1970. Mayor
Secretary-Manager

"SEAL"

Signed, sealed, delivered THE TOWN OF HINTON
on behalf of TOWN OF HINTON
This 6th day of October A.D. 1970. Mayor
Secretary-Manager

"SEAL"

Signed, sealed, delivered THE VILLAGE OF WILDWOOD
on behalf of VILLAGE OF WILDWOOD
this 6th day of October A.D. 1970. Mayor
Village Secretary-Treasurer

"SEAL"

Signed, sealed, delivered

THE VILLAGE OF EVANSBURG

on behalf of VILLAGE OF EVANSBURG

Mayor

this 6th day of October A.D. 1970.

Village Secretary-Treasurer

"SEAL"

Signed, sealed, delivered

DEPARTMENT OF MUNICIPAL AFFAIRS

on behalf of DEPARTMENT OF

MUNICIPAL AFFAIRS

Minister

this day of A.D. 1970.

"SEAL"

2 THIS AGREEMENT made in Sextuplicate this 31st day of January A.D. 1966
BETWEEN:

THE CITY OF EDMONTON, a Municipal Corporation (Hereinafter called
the "City"),

OF THE FIRST PART,

— and —

THE EDMONTON SCHOOL DISTRICT No. 7, (Hereinafter called the
"Public School Board"),

OF THE SECOND PART,

— and —

THE EDMONTON R.C. SEPARATE SCHOOL DISTRICT No. 7 (hereinafter
called the "Separate School Board"),

OF THE THIRD PART.

WHEREAS it is the purpose of the City of Edmonton through the Parks and
Recreation Department to develop, construct, operate and maintain Park and
Recreation land and facilities for Park and Recreation purposes, and to organize and
administer public recreation programs; and

WHEREAS the Public School Board and the Separate School Board (herein called the
"Boards") have adopted a policy of making school buildings and grounds available for
community recreation purposes, provided there is no conflict with the operation of
school activities; and

WHEREAS it is the wish of the City and the Boards to use these facilities for the maximum benefit of the community; and

WHEREAS maximum use of land and facilities should result in the most economical provision of school and public recreation facilities and programs; and

WHEREAS it is the opinion of the City and the Boards that the gross cost of providing school and recreation facilities and programs will remain similar to the present costs under existing programs and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree together as follows:

1. That the Boards shall purchase outright and hold title to those portions of senior high school grounds upon which school buildings are located together with the area necessary for lawns and landscaping immediately adjacent to the school buildings and that the portion of the grounds required for school sports and athletics and public recreational purposes shall be purchased and held jointly by the City and the Boards.

2. (1) That on junior high and elementary school sites the Boards shall purchase outright and hold title to the sites required for all school purposes and the grounds required for school sports and athletics.

(2) That the City shall purchase outright and hold title to all lands required for public park and recreational purposes to be acquired whenever possible adjoining such junior high and elementary school sites.

3. (1) That a **Joint Planning Committee** is hereby established and shall consist of two officials from each of:

The City Parks and Recreation Department,
The Edmonton Separate School Board, and
the Edmonton Public School Board

to be appointed by the respective Superintendents.

(2) That the Joint Planning Committee shall be responsible to the City and the Boards in carrying out the following duties:

(a) implementing the terms of this Agreement and co-ordinating all matters related thereto.

(b) recommending policies and developing regulations with regard to the use of facilities, both buildings and sites.

4. (1) That the Boards shall construct, operate and maintain school buildings and facilities at their expense and shall make available such buildings and facilities or parts thereof to the City on weekends, holidays and school days after 6 p.m. until 11:30 p.m. or such time as may be regulated by the Joint Planning Committee; provided that arrangements may be made for Cubs, Brownies and other young children's activities at certain schools after 4 p.m. on any school day or at such times on other days as the Joint Planning Committee deems proper.

(2) That the City shall receive use of such buildings, facilities or parts thereof free

of charge in the operation of its public recreation programs whether operated directly or through the agency of City sponsored or approved volunteer, non-profit associations, clubs or groups.

5. (1) That the City shall construct, operate and maintain Park and Recreation areas, buildings and facilities at its expense and shall make such areas, buildings and facilities or parts thereof available to the Boards on school days from 8 a.m. to 6 p.m. except in the case of out-door hockey rinks and arenas which shall be available from 8 a.m. to 4 p.m.; provided that the periods available to the Boards are scheduled to ensure maximum use by the Boards and the City in a manner such as the Joint Planning Committee deems proper.

(2) That the Boards shall receive use of such areas, buildings and facilities or parts thereof free of charge in the operation of their programs;

6. That the City shall pay the cost of planning, developing and maintaining school grounds including boulevards, excepting the cost of ornamental front and side yards and boulevards which abut the school building.

7. That in planning school buildings, the Boards shall provide for maximum community use and the City shall pay the cost of those portions of new buildings and additions to existing buildings which provide for specific City recreational purposes as approved by the parties hereto.

8. That the City and the Boards shall continue to carry public liability insurance under their various policies.

9. That the cost of property damage arising out of the misuse of the buildings and facilities by any party to this Agreement shall be assessed to and paid by the party responsible for the activity from which damage results.

10. This Agreement shall be in effect for a period of one year from January 1st, 1966 provided that at the end of six (6) months any of the parties may request a review and revision of the Agreement. Thereafter this Agreement shall continue in effect from year to year unless any of the parties gives thirty (3) days notice in writing to the other parties requiring a review of this Agreement.

11. Records of costs and program operation shall be kept by each party to provide data for the review of the Agreement.

12. On the date of execution of this Instrument any previous Joint Development and Co-operative Development Agreements executed by the parties will be deemed rescinded.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CITY OF EDMONTON

..... (signed)
MAYOR.

..... (signed)
CITY CLERK.

THE EDMONTON SCHOOL DISTRICT
No. 7

APPROVED

As to Form (signed)
City Solicitor

As to Contents (signed)
Head of Department

As to Principal (signed)
City Commissioners

..... (signed)
CHAIRMAN.

..... (signed)
SECRETARY-TREASURER.

THE EDMONTON R.C. SEPARATE
SCHOOL DISTRICT No. 7

..... (signed)
CHAIRMAN.

..... (signed)
SECRETARY-TREASURER.

3 THE STETTLER AGREEMENT

THIS AGREEMENT MADE THIS 21st DAY OF DECEMBER A.D. 1965
BETWEEN

The Board of Trustees of the Stettler School District No. 1475 (hereinafter
called "The District")

OF THE FIRST PART

— and —

THE TOWN OF STETTLER a municipal corporation in the Province of
Alberta (hereinafter called "The Town")

OF THE SECOND PART

WHEREAS THE District and the Town agree that an indoor swimming pool should be
constructed in the said Town of Stettler as a centennial project under the
Federal-Provincial Centennial Grants Program; and

WHEREAS it is desirable that the Town apply for the grant under the said program;
and

WHEREAS the County of Stettler, No. 6 has waived a portion of its centennial grant to the Town for use in the said project; and

WHEREAS the District and the Town agree that the proposed swimming pool should be constructed adjacent to the present school facilities in the said town of Stettler:

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL TERMS STIPULATIONS AND AGREEMENTS HEREINAFTER SET FORTH to be done and preformed by the respective parties hereto it is agreed that:—

1. The proposed swimming pool shall be situated on such portion of lot B. block 36, plan 6549ET, Stettler, Alberta as may be designated by the District.
2. The cost of construction of the said swimming pool shall be provided from the following funds:
 - (a) Centennial grant waived by the County of Stettler to the Town
 - (b) Centennial grant of the Town
 - (c) Donations from service clubs
 - (d) The balance by the District
3. The district now leases to the Town the site of the said proposed swimming pool for a term of 40 years from the date hereof and the Town covenants and agrees not to assign or otherwise dispose of such site.
4. The District covenants and agrees to maintain the said swimming pool as required under the Federal Provincial Centennial Grants Program.
5. The Town shall be entitled to full use of the said swimming pool at all times after normal school hours when not required by the District for scheduled program; when the District shall have full control of the use of the said swimming pool.
6. The parties hereto shall enter into a further agreement pursuant to Section 279 of the Town and Village Act and Section 178 of the School Act relating to the operation and cost of operation of the said swimming pool and each of the parties hereto shall be at liberty to enter into similar agreements with the County of Stettler No. 6.
7. A sign of such size and wording as is acceptable to the Provincial Secretary for the Province of Alberta shall be displayed on the Construction site during construction of the said swimming pool identifying the project as a Centennial of Confederation Project and further, following completion of such construction the project shall be identified as a Centennial of Confederation Project in a permanent and suitable fashion acceptable to the said Provincial Secretary and all the costs thereof shall be deemed to be a cost of construction of the said swimming pool.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as and for the day and year first above written.

STETTLER SCHOOL DISTRICT No. 1475

PER:(signed).....
Chairman

PER:(signed).....
Secretary-Treasurer

TOWN OF STETTLER

PER:(signed).....
Mayor

PER:(signed).....
Secretary-Treasurer

4 FORT VERMILION SCHOOL DIVISION SCHOOL BUILDING USAGE AND RENTAL

1. Supervision

The group renting the school facility shall obtain an employee of the Board (teacher, custodian etc.) who shall assume the responsibility for adequate supervision, unlocking and locking doors, turning off lights and leaving the school ready for its instructional program.

2. School and Staff Functions

Subject to regulation by the Board, school buildings and facilities may be used free of charge, for activities of the following nature:

- (a) Activities pertaining to staff professional development.
- (b) Staff social and recreational functions.
- (c) Home and School Associations, local school board meetings.

3. By Outside Organizations

Community organizations may use school buildings provided that:

- (1) The activity will in no way interfere with the school instructional or maintenance program or in any way result in damage or loss to Divisional, staff or pupil property.
- (2) Prior approval has been obtained from the Secretary—Treasurer of the school division.
- (3) The organization using the school building assumes complete financial

responsibility for all damage or loss to school property which may arise as a result of such use.

- (4) The organization using the school building agrees to pay to the school division through the office of the Secretary-Treasurer an amount sufficient to cover the costs of providing additional caretaking services, lights, etc., arising out of such use, as set out in the schedule of fees.
- (5)
 - (a) Reasonable efforts are made to ensure that rooms used, hallways, washrooms, etc., are kept clean.
 - (b) Appropriate footwear (running shoes, etc.) **only** are worn in the gymnasium.
 - (c) Smoking is prohibited in the gymnasium and discouraged in other areas.
 - (d) Chairs, etc., are replaced where applicable.
 - (e) Participants are not permitted to enter or use other areas of the building than those rented.
 - (f) Public dances or activities using alcoholic beverages shall not be permitted.
 - (g) Activities shall not be permitted which extend beyond 11:00 P.M.

The group renting the school facility is expected to provide the supervision necessary to ensure the above.

4. Procedures for Obtaining Approval

Any staff group or organization wishing to use a school building shall submit a request on the form provided to the School Principal at least two weeks in advance of the date that the building will be required. The Principal shall convene a meeting of a committee composed of (1) the school Principal, and (2) two other adult community members approved by the Board for the purpose of reviewing the request and making a recommendation of acceptance or rejection to the Secretary-Treasurer of the School Division.

5. Request Not Approved

Applications shall not be approved where it is the opinion of this committee that the activity might interfere in any way with the regular school program or that it might result in damage or loss of Divisional, pupil, or staff property, or when the request conflicts with other programs, community facilities or activities.

6. Informing the Principal and Caretaker

The Secretary-Treasurer will inform the Principal of the school involved when applications for use of school facilities are approved. He will in turn inform the custodian.

7. Reporting Damage and Complaints

Any complaints and/or damages arising out of such use shall be reported to the Secretary-Treasurer as soon as possible. Failure to comply with the rules will result in the suspension of rental privileges.

8. Rental Fee Schedule

- (1) Activities primarily involving school children, Scouts, Guides, 4-H, etc. — no charge.
- (2) Community service organizations — no charge.
- (3) Religious organizations — \$4.00 per room per occasion.
- (4) Sports activities — small groups — \$5.00 per occasion.
- (5) Fund raising activities, etc., in areas where other facilities are not available — \$10.00 per hour.

FORT VERMILION SCHOOL DIVISION REQUEST FOR USE OF SCHOOL BUILDINGS

Organization making request..... Date

Date facility requested Time required

Activity to be carried on (be specific)

.....

.....

We understand that if we are granted permission to use the school building and facilities we will:

- (a) Assume full financial responsibility for any damage or loss to school property resulting from our use of that property.
- (b) Provide supervision of our membership.

Signature of Board Employee assuming responsibility for supervision:

.....

Signature of person authorized to make request

* * FOR USE OF BUILDING FACILITIES COMMITTEE ONLY * *

Recommendations and Comments:

.....

.....

Committee Secretary or Principal Date

* * FOR USE OF SCHOOL DIVISIONAL OFFICE ONLY * *

Approved — Yes No

Comments or conditions
.....

Secretary-Treasurer Date

This form shall be completed in duplicate and forwarded to the school Principal.



Other sample agreements are available on request from the Department of Culture, Youth and Recreation.

[illegible]

AUG 14 2002

share it!

s

share it!